

**DIGIT BURGLARY INSURANCE POLICY**  
**(COMMERCIAL)**  
**PROSPECTUS**

**Go Digit General Insurance Ltd.**

Go Digit General Insurance Ltd. ("Digit") is a new general insurance company being set up in India and is backed by Fairfax Financial Holdings Ltd. Fairfax is a large Canada based diversified financial services group engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

At Digit, our mission is to make Insurance products that are simple and transparent. For us, making Insurance simple translates into – Easy interface for customers to interact with us, Simple products, Simple and effective claims' process. Our goal is to offer products and services that customer really wants and back it by service, that we can be proud of. We have a team that brings in years of experience in Insurance and technology companies. We want to become a part of consumers' lives and enable them to live without worrying about uncertain future.

**Product Introduction**

At Digit, we understand that some things are beyond just Assets, they are a part of our daily lives, both personal and professional. Digit Burglary Insurance Policy provides an extra layer of protection for your assets against Burglary, Housebreaking, Robbery and Holdup.

**Who Can buy this Product?**

This Product can be bought by Entities such as Residential Societies, Commercial Premises, Shops, Offices, Hotel, Manufacturing Units, Industrial Units, Godowns etc. having minimum Sum Insured of 5 Crores.

**What all items can be covered under this Product?**

Digit Burglary Insurance Policy provides protection for:

1. Contents mean the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below:
  - a) Furniture, Furnishings, Carpets, Curtains and items of similar nature
  - b) Machinery and plant, tools, instruments and utensils of trade, unaffixed or portable equipment, office equipment, safes, strong rooms;
  - c) Computers, all equipment connected to and operating from Computers, and all disks, tapes, cards or other materials used for storing data;
  - d) Advertising material and display equipment;
  - e) Where the Insured is a tenant of leased or rented premises:
    - i. landlord's fixtures and fittings for which the Insured is liable under the terms of a lease or similar agreement;
    - ii. fixtures and fittings, or materials and supplies intended for use in the construction of fixtures and fittings, installed or to be installed for the Insured's own use;
  - f) but does include (unless specifically agreed and mentioned in Your Policy Schedule/Certificate of Insurance):
    - i. Stock;
    - ii. Specified Items;
    - iii. Deeds, bonds, bills of exchange, promissory notes, money or securities for money, monetary instruments, stamps, business books or documents, books of accounts, cheques, share certificates, tickets, stamps,

- iv. Vehicles or trailers (including their accessories) registered or licensed to travel on a public road, including mobile plant and equipment, cars, sedans, panel vans and trucks, while in the insured premises; - Watercraft, aircraft, locomotives or rolling stock, including their accessories.
  - v. Gold or Silver articles, watches, jewellery, precious stones, medals, coins, stamp collections, coin collections, curiosities, sculptures, manuscripts, rare books or documents of any kind.
  - vi. Plans, patterns, models, moulds, designs, specifications, blue prints, document of title to goods, contracts or other legal documents or documents of any other kind.
  - vii. Clothing and Personal Effects like toiletries, shoes, personal care items, books and items of similar nature.
2. Stock means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below,
- a) merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture;
  - b) materials used in making and packing;
  - c) consignment stock;
  - d) goods held in trust or on commission;
  - e) pallets and containers;
  - f) consumable materials used in the operation of machinery;
  - g) but does not include:
    - i. Contents;
    - ii. Specified Items;
    - iii. Money

#### **What are the Coverages available under the Digit Burglary Insurance Policy?**

Digit Burglary Insurance Policy will compensate You for:

- 1. Any loss of or damage to the Property described in the Policy Schedule/Certificate of Insurance or any part thereof whilst contained in the Premises described in the Policy Schedule/Certificate of Insurance during the Policy Period due to Burglary or Housebreaking or Robbery or Hold-up.
- 2. Any damage to the Premises described in the Policy Schedule/Certificate of Insurance resulting from Burglary or Housebreaking or Robbery or any attempt thereat by the person or persons committing or attempting to commit such theft during the Policy Period, which includes:
  - a) the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points
  - b) Damage to Safe and/or Strong room within the Insured Premises

#### **What am I not Covered for?**

This Policy does not cover the following unless specifically mentioned in the Policy Schedule/Certificate of Insurance and expressly insured by the Policy:

- 1. For the amount of the Deductible/Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)
- 2. Loss or damage by fire or explosion however caused.
- 3. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- 4. Loss or damage caused by wear and tear or gradual deterioration.
- 5. Loss or damage occasioned by loot, ransack, spillage or pilferage.
- 6. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.

7. Loss or damage to property from yards, gardens, open spaces unless the property contained within such spaces is specifically insured by the Policy.
8. Consequential loss or damage or legal liability of any kind.
9. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arise out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance, or war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot & strike, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently or the existence of such abnormal conditions. In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

10. Damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. (unless specifically agreed and mentioned in Your Policy Schedule/Certificate of Insurance)

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

This also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

11. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to / by or arising from nuclear weapons material.
12. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
13. This Policy shall cease to attach:
  - a) If the premises shall have been left uninhabited by day and night for thirty or more consecutive days and nights while the premises shall have been left uninhabited, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
  - b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.
  - c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
  - d) To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

### Can I opt for any Add-On Covers under this Policy?

Yes, we have below mentioned Add-On Covers under this Product to enhance the coverage which can be opted on payment of additional premium:

#### 1. INJURY DURING BURGLARY / HOUSEBREAKING

**Digit Simplification: During Burglary, Housebreaking, Robbery or Hold up, if injuries occur, and if You have opted for this cover, we'll be there for You.**

If You have opted for this Add-On Cover, this Policy is extended to pay the amount opted by You against this Add-On Cover in respect of any one person and in the aggregate, for any one event, for injury(ies) suffered by the Insured or Insured's Family Member or Insured's Employee(s) residing/present lawfully in Insured's Premises due to an incident of Burglary or Housebreaking or Robbery or Hold up and such injury is the sole cause of:

- Death;
- Total and Permanent Loss of sight in one or both Eyes;
- Total and Permanent Physical Separation/Loss of Use of one or both entire hands or feet;

occurring within twelve (12) months of the Insured or Insured's Family Member or Insured's Employee(s) sustaining the injury.

What's not Covered:

We will not be liable to pay any amount in respect of:

- a. Death, attributable to, or consequent upon, or accelerated by; or
  - b. Disablement, aggravated by, attributable to, or consequent upon;
- Any Pre-existing Physical defect, illness or disease or injury.

#### 2. LOSS OF MONEY

**Digit Simplification: If your money gets stolen despite your best efforts to safeguard it, we will cover it for you.**

If You have opted for this Add-On Cover, this Policy is extended to cover loss of money stolen from a securely locked safe or strong room contained within the Insured Premises as a result of Burglary or Housebreaking or Robbery or Hold up, up to an amount opted by You against this Add-On Cover in respect of any one event and in the aggregate .

For the purposes of this Add-On Cover, Money means current coin, bank notes, currency notes, cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, and unused postage stamps that are not part of a collection.

Further, Money stolen from a Securely Locked Safe or Strong room means Money in a securely locked safe or securely locked strong room on the Premises, provided that the key and details of the combination are removed from the premises whilst closed for business.

#### 3. CLEARING UP EXPENSES

**Digit Simplification: We will help you clear up the mess post an unfortunate incident covered under this Policy.**

If You have opted for this Add-On Cover, this Policy is extended to cover clearing up the damage caused to the Premises Insured due to Burglary or Housebreaking or Robbery or any attempt thereat or Hold Up, anytime during the Policy Period, including the removal of any debris from the such Premises to the nearest waste disposal site up to an amount opted by You against this Add-On Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.

#### 4. TEMPORARY PROPERTY PROTECTION

**Digit Simplification: Till you get back on your feet, we will make sure that your property is protected.**

If You have opted for this Add-On Cover, this Policy is extended to pay the cost of temporary protection for the safety and protection of the property insured while the repair of the damaged premises is

ongoing, following an admissible claim, up to amount opted by You against this Add-On Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.

## 5. THEFT EXTENSION

**Digit Simplification: Remember theft is different from burglary, refer to the definitions in the main policy wordings.**

If You have opted for this Add-On Cover, this Policy is extended to cover loss or damage to Property Insured due to theft subject to the Limit of indemnity opted against this Add-On Cover in respect of any one event and in the aggregate against this Add-On Cover.

## 6. RIOT, STRIKE, MALICIOUS DAMAGE COVER

**Digit Simplification: When the Property is lost or damaged due to riot, strike and malicious damage, this cover will into action.**

If You have opted for this Add-On Cover, this Policy is extended to cover Loss of or visible physical damage or destruction by external violent means directly caused to the Property Insured but excluding those caused by

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

Subject to the Limit of indemnity opted in respect of any one event and in the aggregate against this Add-On Cover.

## 7. FLOATER CLAUSE

**Digit Simplification: This add-on lets you insure property at multiple locations**

If You have opted for this Add-On Cover, the sum Insured in aggregate under the policy is available for any one, more, or all locations as specified in the policy in respect of property insured hereunder.

At all times during currency of policy the insured should have a good internal audit and accounting procedure under which the total amount of risk and the locations can be established at any particular time, if required.

Any change in the address of the locations specifically declared at the inception shall be communicated immediately by the insured.

## 8. ESCALATION CLAUSE

**Digit Simplification: This add-on takes care of the inflation part and your Sum Insured shall increase each day by a value of 1/365<sup>th</sup> of the escalation percentage opted by you.**

The following Clause shall be used:

"In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number

Specified percentage increase per annum

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Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers: -

- i. the sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance upto that renewal date, and
- ii. the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

**Specific Conditions Applicable to Escalation Clause:**

- a. The selected percentage increase shall not exceed 25% of the Sum Insured.
- b. The Sum Insured at any point of time would be assessed after application of the Escalation Clause.
- c. Escalation Clause will apply to policies covering Machinery and Accessories only and will not apply to policies covering stock.
- d. The automatic increase operates from the date of inception upto the date of operation of any of the Insured Perils.

**9. PURCHASE PROTECTION EXTENSION**

**Digit Simplification: This add-on also covers new items that are due to be purchased in the policy period.**

If You have opted for this Add-On Cover, this Policy is extended to cover any loss of or damage to any new items, belonging to the Insured or Business of the Insured, within the insured premises for 90 consecutive days from the date of Purchase or till the Policy Expiry Date whichever is earlier, , given that

- a. The new item is purchased during the Policy Period
- b. The loss or damage is due to Burglary or Housebreaking or Robbery or Theft (if opted on payment of additional premium)

Subject to the Limit of indemnity opted in respect of any one event and in the aggregate against this Add-On Cover.

Further, if the insured chooses to inform the Company in writing within 90 days of date of purchase and pays the Company appropriate additional premium due for insuring the purchased item and/or stock under coverage then such purchased items and/ or stock shall be held covered for remaining period of the policy (i.e., balance period after the expiry of the 90 days from the date of purchase) as well as the sum insured under this section will be restored till the expiry of the Policy Period.

**Special Conditions applicable to Purchase Protection Extension:**

- a. In the event of a claim, the insured shall submit conclusive proof of purchase in respect of the new items claimed to be lost or damage covered under this Add-On Cover.
- b. The liability of the Company shall not exceed- the actual net amount paid by the insured as per the sale receipt, credit invoice or the sum insured under this extension, whichever is less.

**Exclusions applicable to Purchase Protection Extension:**

The Company shall not be liable:

1. For the amount of the Deductible/Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)



2. Computer software or intangible items, Animal and/ or plant life, Consumable or Perishable items (including but not limited to food, drugs, fuel or oil), Second hand items including antiques.
3. Normal wear and tear or damage arising from inherent defect in the purchased item

Note: Aggregate Limit under the Add-On Cover 1, 2, 3, 4, 5, 6 and 9 shall not exceed the Total Burglary Sum Insured

**What are the different basis on which Sum Insured can be Opted?**

The Sum Insured Opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule/Certificate of Insurance:

**1. Market Value Basis**

***Digit Simplification: This value considers depreciation due to age, usage and condition.***

Sum Insured on Market Value Basis shall represent the Replacement Value of similar Property less depreciation for age, usage and condition.

**Please Note:** Market value for Stocks means the Procurement Value of Stocks from the same or similar source with suitable increase for inflation, if any.

**2. Reinstatement Value Basis**

***Digit Simplification: This value means the value of similar new property without considering depreciation due to age/wear and tear.***

Sum Insured on Reinstatement Basis shall represent the Replacement Value of the Insured Property by a New Property of same kind, type and capacity without deducting depreciation for age, usage and condition.

**Please Note:** Sum Insured for Stock cannot be on Replacement Value Basis.

**3. First Loss Basis**

***Digit Simplification: First Loss Basis Sum Insured is chosen in cases where You anticipate that Total Loss of Your Property is extremely unlikely, and You opt to insure the Property for a Sum less than the Actual Total Value of the Property. This is usually taken as a percentage of Actual Total Value.***

Sum Insured on First Loss Basis shall represent a percentage, as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance, of the total value of Your Property.

Alternatively, the First Loss Basis Sum Insured can also be opted in terms of specific amount and shall be as mentioned in Your Policy Schedule/Certificate of Insurance.

**Do I need to pay any amount from my pocket at the time of claim?**

Deductible is the part of the claim that is to be first paid by you and we are liable to pay the remaining part of the claim.

**Under this Policy, there is no Compulsory Deductible, however You can opt for a Voluntary Deductible between 0% and 10%. You will get a discount in premium depending on the percentage of voluntary deductible opted by You.**

**How do I get the premium amount for this Insurance Cover?**

Based on filled proposal form and information furnished, we will provide you with the premium amount.

**Is there any provision to revise the Sum Insured during the policy?**

Yes, Mid-term increase in sum insured shall be allowed on payment of additional premium on pro-Rata Basis.

**Are there any other Conditions applicable to this Policy?**

Yes, below mentioned are the Specific and General Conditions applicable to this Policy:

## 1. SPECIAL CONDITIONS

### 1. Reinstatement of Sum Insured

*Digit Simplification: In case of an unfortunate event, a claim is made, that amount will be deducted from the total Sum Insured. To refill the sum insured to its original amount, you will have to pay an additional premium.*

Immediately upon the happening of any insured event, the Total Sum Insured and the Sum Insured upon various description of the property which have been lost or damaged shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent the maximum liability of the Company in respect of any further Claims made during the current Policy Period, unless the Company consents, upon the Insured's payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy.

### 2. Maintenance of Books & Keys

*Digit Simplification: It is always a good practice to keep a tab on your accounts!*

The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the safe or strong room and produced as evidence in support of a claim under this policy. The keys of the safe or strong room shall not be left on the premises out of business hours, unless the premises are occupied by the Insured or any other authorised employee of the Insured in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

### 3. Pair and Set Clause

*Digit Simplification: Compensation will only consider the actual part that is lost or destroyed and not the entire set or pair that it was originally a part of*

Where the purchased item is part of a Pair or Set, the Insured shall be indemnified not more than the value of the particular part lost, damaged or destroyed regardless of any special value that the item may have by way of being part of such pair or set, unless this condition is specifically waived off by Us.

## 2. GENERAL CONDITIONS

### 1. Notice

All notices and communications in relation to this Policy are to be sent to the Company in writing.

### 2. Duty of Disclosure

This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or nondisclosure of any material fact.

### 3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

### 4. Reasonable Care

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises which such property is contained therein. If the property insured shall include items pertaining to a business or profession, the Insured shall keep complete and accurate books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a complete and accurate record of all business purchases, sales and deliveries in and out of the premises, and such record shall be regularly entered up as soon as such purchases sales or deliveries shall have taken place.



**5. Occupation of premises**

The Company may at any time after the occurrence of damage to the property insured enter upon the premises and take and keep possession of the property concerned and deal with the salvage and this Policy shall be proof of leave and licence for such purpose, and if the Insured or anyone acting on his behalf shall obstruct or prevent the Company from so doing, all benefit under this Policy shall be forfeited. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company. No property may be abandoned to the Company.

**6. Alteration of Risk**

All cover under this Policy shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by us in writing.

**7. Prosecution**

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

**8. Indemnity**

If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

**9. CONDITION OF AVERAGE CLAUSE****Where Sum Insured is on Market Value Basis & Reinstatement Value Basis:**

If the property hereby insured shall at the time of happening of any loss, destruction or damage be collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

Provided however, if the Sum Insured specified in Policy Schedule/Certificate of Insurance in respect of such item(s) is greater than the **(1- percentage specified in Policy Schedule/Certificate of Insurance as "Waiver of underinsurance limit")** of the value of the item(s), this condition shall be of no purpose and effect.

*Example: if sum insured is 8500 and actual value of item at the time of claim is 10000 and assuming "waiver of underinsurance limit" is 20%. So,  $1 - \text{"waiver of underinsurance limit"} = 1 - 20\% = 80\%$  and  $\text{sum insured/item value} = 8500/10000 = 85\%$ . Since;  $(\text{sum insured/item value})$  is greater than  $(1 - \text{"waiver of underinsurance limit"})$ , hence this condition shall be of no purpose and effect.*

**Note: Maximum "Waiver of underinsurance limit" up to 40% can be opted.**

**Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk:**

If the insured Property under this Policy shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

These Conditions shall not be applicable for Covers where Sum Insured is Opted on First Loss Basis in terms of Specific Amount.

#### 10. Claims Procedure

- a. On the happening of any loss or damage the Insured shall immediately within 7 days give notice in writing to the Police and also to the Company detailing the circumstances of the case.
- b. The Insured shall within 14 days after such loss or damage shall have come to the Insured's knowledge deliver us a detailed statement in writing, of the loss and damage, with an estimate of the intrinsic of the property lost and the amount of damage sustained
- c. Tender to us all the reasonable information, assistance and proofs in connection with any claim. For Example: Books of account, vouchers, invoices, documents. This shall be at Insured's own expense.
- d. Submit duly filled Claim Form either written/verbal/electronic, Copy of FIR lodged with the Police along with any other supporting documents.

#### 11. Contribution

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by you or not, then we shall not be liable to pay or contribute more than our rateable proportion of any loss or damage.

#### 12. Subrogation

The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

#### 13. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### 14. Renewal

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud of the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

#### 15. Short Term Scale

Policies for a period of less than 12 months shall be issued at the rates set out hereunder:

Policy Period	Premium Rate
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not exceeding 15 days	10% of the Annual rate
exceeding 15 days but not exceeding 1 month	15% of the Annual rate
exceeding 1 month but not exceeding 2 months	30% of the Annual rate
exceeding 2 months but not exceeding 3 months	40% of the Annual rate
exceeding 3 months but not exceeding 4 months	50% of the Annual rate
exceeding 4 months but not exceeding 5 months	60% of the Annual rate
exceeding 5 months but not exceeding 6 months	70% of the Annual rate
exceeding 6 months but not exceeding 7 months	75% of the Annual rate
exceeding 7 months but not exceeding 8 months	80% of the Annual rate
exceeding 8 months but not exceeding 9 months	85% of the Annual rate
exceeding 9 months	The full Annual Rate

**16. Cancellation**

**Cancellation by Insured:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate mentioned in the table below for the time the policy has been in force.

Policy in Force	Premium Retention
For a period not exceeding 15 days	10% of the Annual rate
For a period not exceeding 1 month	15% of the Annual rate
For a period not exceeding 2 months	30% of the Annual rate
For a period not exceeding 3 months	40% of the Annual rate
For a period not exceeding 4 months	50% of the Annual rate
For a period not exceeding 5 months	60% of the Annual rate
For a period not exceeding 6 months	70% of the Annual rate
For a period not exceeding 7 months	75% of the Annual rate
For a period not exceeding 8 months	80% of the Annual rate
For a period not exceeding 9 months	85% of the Annual rate
For a period exceeding 9 months	The full Annual Rate
N.B.: Extension of Short Period Policy(ies) shall not be permitted.	

**Cancellation by Insurer:** This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. It is however, further stated that such cancellation by the insurer should only be exercised on ground of mis-representation, fraud, non-disclosure of material facts and non-co-operation by the insured.

**17. Geographical Limits**

This Policy shall cover Property situated within India Only.

**18. Law and Jurisdiction**

It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.

**19. Book-Keeping Warranty**

Warranted that the Insured keeps and during the whole of the Policy Period shall keep a complete set of Books, Accounts and Stock Sheets or Stock Books showing a true and accurate record of all business transactions, and Stock in hand, and that such Books, Accounts and Stock Sheets or Stock Books shall be locked in a fire-proof safe or removed to another building at night and at all times when the premises are not actually open for business.

This Warranty applies separately to each and every business or branch business. Transfers of goods from one premise to another shall be a business transaction within the meaning of this Warranty. It is further warranted that the said safe shall not contain explosives or other hazardous commodities.

**20. Adequate Protection**

It is further warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the Policy Period.

**21. Damage Entry Warranty**

Further warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.

**22. Protection**

It is a condition precedent to liability under this Policy that: -

- a) all protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
- b) any keys for the premises and or intruder alarm systems or safes and /or strong rooms and /or any other secured area or device in which insured property is kept and removed from the premises whenever the premises are closed for business or left unattended.
- c) the Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorised persons and no details of the same are left on.

**23. Reinstatement Value Policies Clause**

Reinstatement value insurance may be granted on Machinery, Contents, Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in the policy:

"It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of ..... ) within the policy being lost, destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the terms and conditions of the policy."

**24. First Loss Clause**

First loss coverage involves the selection by the Insured of a Sum Insured for a particular item of property covered, which is lower than the total replacement value of the property at the Insured's premises.

First loss cover can be issued for an amount less than the total value of the property at risk with a stipulation that the Company will pay the whole amount of loss up to the limit of the Sum Insured. The options for First loss cover will be as follows:

**First Loss Cover with Partial Average:** Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk below average clause will be applicable:

If the insured Property under this Policy shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company's liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

**First Loss without Condition of Average: or delete the Under-insurance Condition completely:** Condition of Average will not be applicable where the First Loss Policies has been issued in terms of specific amount, where there is remote possibility of total loss.

## 25. Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement/warranty; an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 and any subsequent changes or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 26. Agreed Bank Clause

All policies in which a Bank has a partial interest shall be made out in the name of the Bank and Owner or Mortgagor and shall contain the following clause: -

" It is hereby declared and agreed: -

- a. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all parties insured hereunder.  
N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.
- c. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any matter arising under or in connection with this policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so

as to impair the rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

- e. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of the operation of Condition (3) of "GENERAL CONDITIONS APPLICABLE TO ALL COVERS" of Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured whereby the risk is increased or by anything being done to upon or in any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alteration or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risk first took place
- f. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payment but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available."

NOTE: - In cases where the name of any Central Government or State Govt. owned and/or sponsored Industrial Financing or Rehabilitation Financing Corporation and/or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or L.I.C. of India is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the policy substituting the name of such institution in place of the word 'Bank' in the said clause

#### What do I do in case of a claim?

In case of a claim, we request you to register a claim by contacting our Customer Service No. 1800 258 5956: You can, alternatively, also register a claim by email on: [hello@godigit.com](mailto:hello@godigit.com)

Please keep below details handy at the time of registering claims as this information will help us serve you faster: Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

**IMPORTANT NOTE:** Above is a summary of Coverage and Exclusions, please refer to detailed Policy Terms & Conditions and Policy Schedule for full description which shall prevail in the event of any claim/complaint/dispute.